

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: David Quigley, AICP, Planning and Zoning Manager/(954) 797-1103

PREPARED BY: David Abramson, Deputy Planning and Zoning Manager

SUBJECT: Resolution

AFFECTED DISTRICT: n/a

ITEM REQUEST: Schedule for Council Meeting

TITLE OF AGENDA ITEM: AGREEMENT EXTENSION - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING AN EXTENSION OF AN EXISTING AGREEMENT WITH LAND DESIGN INNOVATIONS, INC. FOR COST RECOVERY SERVICES.

REPORT IN BRIEF: In 2006, the Town Council approved Resolution R-2006-331 allowing staff to negotiate agreements with qualified firms consistent with the Town's Code of Ordinances, Chapter 18 Cost Recovery Program. Then 2007, through Council approved Resolution R-2007-034, an executed agreement with Land Design Innovations, Inc. established hourly rates to be charged to process and review any cost recovery project as needed. The agreement was for two (2) years with an option to extend the contract for an additional two (2) year period by mutual agreement of the parties. Both staff and the said firm desire to extend the executed agreement. The terms and costs shall remain the same.

PREVIOUS ACTIONS: Resolution R-2006-331 authorizing staff to negotiate an agreement and Resolution R-2007-034 approving the two (2) year agreement with Land Design Innovations, Inc.

CONCURRENCES: n/a

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: \$ Dependent on the number of projects under cost recovery

Account name and number: Cost recovery / 001-0403-515-3109

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution; Extension Request Letter; Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA,
APPROVING AN EXTENSION OF AN EXISTING AGREEMENT
WITH LAND DESIGN INNOVATIONS, INC. FOR COST
RECOVERY SERVICES.

WHEREAS, the Town Council previously approved the selection of
certain firms to provide cost recovery services through Resolution R-2006-331;
and

WHEREAS, the Town Council previously approved the agreement with
Land Design Innovations, Inc. which established hourly rates to be charged for
cost recovery projects through Resolution R-2007-34; and

WHEREAS, Land Design Innovations, Inc. will provide town staff a
scope of service for each Town authorized cost recovery project.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF
THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council approves a two (2) year extension of the
existing agreement with Land Design Innovations, Inc. for cost recovery services
which is attached hereto, and the terms and costs shall remain the same.

SECTION 2. This resolution shall take effect immediately upon its
passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF
_____, 2009

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2009



LAND DESIGN INNOVATIONS

Incorporated

Permitting • Planning • Civil Engineering • Landscape Architecture

September 21, 2009

Mr. David Abramson
Deputy Manager Planning & Zoning Department
Town of Davie
6591 Orange Drive
Davie, Florida 33314

RE: Continuing Consultant Services

Dear Mr. Abramson:

Land Design Innovations, Inc. (LDI) would like to extend our continuing consultant services contract with the Town of Davie for an additional two (2) years.

We look forward to continuing our relationship with the Town of Davie.

Sincerely,

LAND DESIGN INNOVATIONS, INC.


Tracy Crowe, AICP
President



RESOLUTION NO. R-2007-34

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH LAND DESIGN INNOVATIONS INCORPORATED FOR COST RECOVERY CONSULTANT SERVICES.

WHEREAS, the Town Council previously approved the selection of certain firms to provide cost recovery consultant services by Resolution R- 2006-331; and

WHEREAS, staff members negotiated a master contract with Land Design Innovations Incorporated which establishes hourly rates to be charged for all projects; and

WHEREAS, as the need arises, Land Design Innovations Incorporated will be required to enter into a Memorandum of Understanding with the Town to Authorize the work for each described scope of services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council authorizes the Mayor to execute a contract with Land Design Innovations Incorporated for cost recovery services which is attached hereto and identified as Attachment "A".


SECTION 2. The initial term is two (2) years with an option to extend the contract for an additional two (2) year term by mutual agreement of the parties. Contract extensions, if appropriate, will be submitted to the Town Council for approval.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 7th DAY OF February, 2007


MAYOR/COUNCILMEMBER

Attest:


TOWN CLERK

APPROVED THIS 7th DAY OF February, 2007

**AGREEMENT BETWEEN THE TOWN OF DAVIE AND LAND DESIGN
INNOVATIONS INCORPORATED FOR COST RECOVERY CONSULTANT SERVICES**

THIS AGREEMENT, made and entered into the day of , 2007, by and
between:

TOWN OF DAVIE, FLORIDA
a municipal corporation
6591 Orange Drive
Davie, Florida 33314
(hereinafter referred to as "TOWN")

Land Design Innovations Incorporated
140 North Orlando Ave., Suite 295
Winter Park, FL 32789
(hereafter referred to as "CORPORATION")

WHEREAS, the Town issued a Request for Proposal (B-07-01) for Cost
Recovery Consultant Services; and

WHEREAS, the intent of the Town staff is to recommend multiple awards
to the Town Council and establish a list of qualified firms; and

WHEREAS, the recommended firms will provide consultant services for projects
in accordance with the scope of services outlined in RFP B-07-01; and

WHEREAS, the Town Council approved staff's recommendation by
Resolution R-2006-331 and authorized the Town Administrator or his designee to negotiate
contracts for such services.

NOW, THEREFORE, in consideration of the benefits provided by
CORPORATION to the citizens of Davie and the covenants and conditions herein expressed and
the faithful performance of all such covenants and conditions, the parties agree as follows:

Section 1.

1.01 The above recitals are true and correct and are incorporated herein.

Section 2. TERM

2.01 This Agreement shall be effective upon the approval of the Town Council and shall terminate two (2) years from that date. However, either party may terminate this Agreement by providing a thirty (30) calendar days written notice. The TOWN shall have the option to renew this Agreement for an additional two (2) year term upon the same terms, conditions and limitations imposed hereby.

Section 3. SCOPE OF SERVICES

3.01 CORPORATION acknowledges that its firm is on a list of professional firms to be considered by the Town and the applicant to provide cost recovery consultant services for projects as outlined in the Town's RFP B-07-01.

3.02 CORPORATION will conduct services as outlined in the TOWN'S RFP B-07-01. CORPORATION will be required to provide experienced professional service in all disciplines.

3.03 CORPORATION acknowledges that each applicant will be given a choice of all firms under contract with the TOWN.

3.04 CORPORATION will provide pricing to the applicant in accordance with the price schedule attached hereto and identified as Exhibit "A".

Section 4. CONSIDERATION

4.01 Should TOWN request services from CORPORATION, such services shall be provided in accordance with the price schedule, which is inclusive of all fees and expenses, including travel and other direct expenses. Said price schedule is attached hereto and incorporated herein as Exhibit "A". CORPORATION may submit a revised exhibit "A" for consideration by TOWN during the term of the Agreement; however, CORPORATION may only submit a revision once during any twelve month period.

4.02 Once the applicant and the chosen CORPORATION have agreed on the cost for the subject submittal, the applicant will pay the TOWN and the CORPORATION will begin work. The CORPORATION will submit all invoices to the TOWN. The TOWN will pay all properly submitted invoices in accordance with the Florida Prompt Payment Act.

Section 5. DUTIES AND RESPONSIBILITIES OF TOWN

5.01 Timely review and comment on all work product submitted by CORPORATION and schedule all required meetings on a timely basis.

5.02 Other assistance as may be required by CORPORATION to complete required work authorized by TOWN.

Section 6. INSURANCE

6.01 Prior to commencing work, the CORPORATION shall provide TOWN with certified copies of all insurance policies providing coverage as required.

6.02 The CORPORATION shall secure and maintain, at its own expense, and keep in effect during the full period of the agreement a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(a) **Professional Liability Insurance** in an amount not less than \$1,000,000.00 per occurrence.

(b) **Worker's Compensation and Employer's Liability Insurance** for all employees of the CORPORATION engaged in work under the Agreement in accordance with the laws of the State of Florida. The CORPORATION shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

(c) **Comprehensive General Liability Insurance** with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence. Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

\$500,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence:

- (1) Premises and Operations;
- (2) Independent Contractors;
- (3) Products and Completed Operations;
- (4) Broad Form Property Damage;
- (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
- (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted;
and
- (7) Explosion, collapse, underground coverage (X - C - U)

(d) **Comprehensive Automobile Liability Insurance** for all owned, non-owned and hired automobiles and other vehicles used by the CORPORATION in the performance of the work with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence.

6.03 ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE TOWN OF DAVIE IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CORPORATION UNDER THE AGREEMENT. INSURANCE Companies selected must be acceptable to TOWN. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to TOWN by certified mail.

6.04 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

6.05 The CORPORATION is required to submit a list of claims presently outstanding against their professional liability coverage. This information must be provided by and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be provided by and signed by the agent of the insurance carrier.

Section 7. INDEMNIFICATION

7.01 GENERAL INDEMNIFICATION: The CONTRACTOR agrees to indemnify and hold harmless the TOWN, its officers, agents, and employees, from any and all liability, defense costs, including attorneys' fees, and all other fees incidental to the defense, loss, or damage the TOWN may suffer as a result of claims, demands, costs, or judgments against it arising from CORPORATION'S negligence on the subject project. Nothing in this agreement shall be construed to affect in any way the TOWN'S rights, privileges, and immunities as set forth in Florida Statutes 768.28. Nothing in the Agreement shall be construed to benefit or grant any claim or cause of action to any third party.

7.02 PATENT AND COPYRIGHT INDEMNIFICATION: The CORPORATION agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Agreement. Any and all work products produced during the term of this contract by CORPORATION shall be the sole property of the TOWN.

Section 8. TERMINATION AND DEFAULT

8.01 In the event CORPORATION shall default in any of the terms, obligations, restrictions or conditions of the Proposal documents, TOWN shall give written notice by certified mail, return receipt requested to CORPORATION of default and that such default shall be corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CORPORATION has failed to correct the conditions of default or the default is not remedied to the satisfaction and approval of TOWN, TOWN shall have all legal remedies available to it, including, but not limited to termination of this Agreement in which case the CORPORATION shall be liable for all procurement and reprocurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

8.02 TOWN shall have the right to terminate the Agreement, without cause, by giving written notice to CORPORATION of such termination and specifying the effective date thereof, at least ten (10) calendar days prior to the effective date of termination. Should the TOWN terminate pursuant to this section 8.02, CORPORATION shall be entitled to prompt payment for all work completed through the date that the CORPORATION receives notice. CORPORATION shall not provide any services after receipt of notice of termination from the TOWN.

Section 9. RECORDS AND AUDIT

9.01 TOWN reserves the right to audit the records of CORPORATION relating to this project at any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by TOWN. If required by TOWN, CORPORATION shall agree to submit to an audit by an independent certified public accountant selected by TOWN. CORPORATION shall allow TOWN to inspect, examine and review the records of CORPORATION at any and all times during normal business hours during the term of this Agreement.

Section 10. INDEPENDENT CONTRACTOR

10.01 It is understood and agreed that CORPORATION is and shall remain an independent contractor with respect to the services being performed by CORPORATION pursuant to this Agreement and shall not, for any purpose, be deemed an employee of TOWN.

Section 11. CONFLICT OF INTEREST

11.01 CORPORATION covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with TOWN. CORPORATION further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CORPORATION or its employees, must be disclosed in writing to TOWN.

11.02 CORPORATION is aware of the conflict of interest laws of Broward County and the State of Florida, Chapter 112, Florida Statutes (1993), as amended, and agrees that it will fully comply in all respects with the terms of said laws.

11.03 CORPORATION warrants that it has not employed or retained any person employed by TOWN to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by TOWN any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of his privilege.

Section 12. ASSIGNMENT

12.01 This is a personal services Agreement whereby TOWN has expressly retained CORPORATION. This Agreement is not assignable or transferable in whole or in part without the prior expressed written consent of the TOWN which consent can be arbitrarily withheld.

Section 13. COMPLIANCE WITH LAWS

13.01 CORPORATION shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, Town of Davie and of any other public authority which may be applicable to this Agreement.

Section 14. VENUE

14.01 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida and the prevailing party to any resultant judgment shall be entitled to an award of all reasonable attorney's fees, paralegal expenses, interest and court costs incurred by such prevailing party against the losing party including reasonable appellant attorney's fees, interest and taxable costs.

Section 15. GOVERNING LAW

15.01 The validity, construction and effect of this agreement shall be governed by the laws of the State of Florida.

Section 16. INSOLVENCY

16.01 In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

Section 17. ENTIRE AGREEMENT

17.01 This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties, whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 18. SEVERABILITY

18.01 Should any part, term or provision of this Agreement be by the courts decided to be illegal or in Conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 19. NOTICES

19 . 01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested, to the following persons and addresses unless otherwise specified herein:

TOWN:

Development Services Director
Town of Davie
6591 Orange Drive
Davie, Florida 33314

CORPORATION:

Tracy Crowe
Land Design Innovations Incorporated
140 North Orlando Ave., Suite 295
Winter Park, FL 32789

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above, in two (2) counterparts, each of which shall without proof or accounting for the other counterpart be deemed an original Contract.

Witness:

LAND DESIGN INNOVATIONS, INC.
Contractor

Bonnie A. Beckett

BY TRACY L. CROUSE, AICP

BONNIE A. BECKETT

Principal
Title

Date: JANUARY 11, 2007

OWNER

Town of Davie, a Florida
Municipal Corporation

ATTEST:

Russell Muniz
Russell Muniz
Town Clerk

Tom Truex
Tom Truex
Mayor

(Seal)

Gary Shimm
Gary Shimm
Town Administrator

APPROVED AS TO FORM AND
CORRECTNESS:

DATE: 2-14-07

[Signature]
Town Attorney
Town of Davie

Council Approved: 2/7/07
Date

ACORD <small>TM</small> CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 01/11/2007
PRODUCER Alexander Insurance Agency 202 Lookout Place, Suite 101 Maitland, FL 32751 (407) 629-4825	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Land Design Innovations, Inc. 140 North Orlando Avenue Suite 295 Winter Park FL 32789	INSURERS AFFORDING COVERAGE INSURER A: Zurich Insurance Company INSURER B: Associated Industries Insurance Company INSURER C: CNA INSURER D: INSURER E:	NAIC #

COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	PAS 039702817	1/29/07	1/29/08	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
		GENERAL AGGREGATE \$ 2,000,000				
		PRODUCTS - COMP/OP AGG \$ 2,000,000				
		GEN'L AGGREGATE LIMIT APPLIES PER:				
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A		AUTOMOBILE LIABILITY	PAS 039702817	1/29/07	1/29/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY	PAS 039702817	1/29/07	1/29/08	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1,000,000
		<input type="checkbox"/> DEDUCTIBLE				Professional Liability \$ Excluded
		<input checked="" type="checkbox"/> RETENTION \$ 0				\$
						\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2005329531	5/2/06	5/2/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ 1,000,000
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				
C		Professional Liability	MCA 254028451	7/28/06	7/28/07	Each Occurrence \$1,000,000
						General Aggregate \$2,000,000
						Deductible \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS	
**Professional Liability is written on a Claims Made basis.	
CERTIFICATE HOLDER Development Services Director - Town of Davie 6591 Orange Drive Davie, FL 33314	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <EK>

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



VICTOR O.
SCHINNERER
& COMPANY, INC.



Insuring Architects and
Engineers

January 12, 2007

Ms. Kenya Tollison
Southern Insurance Underwriter
P.O. Box 105609
Atlanta, GA 30348

Re: Land Design Innovations, Inc.
Reference # 189486

Dear Kenya:

Thank you for your recent inquiry concerning the above captioned firm.
Our records indicate there are no claims for this insured.

Please contact me if you have any questions or require additional
information. We appreciate the opportunity to be of service to
you.

Cordially,

Estelle L Jones

For your convenience, you can also retrieve claims information
via the Broker Launchpad on our website [www. Schinnerer.com](http://www.schinnerer.com).

Please note that the insured's claim information is proprietary
and confidential and had been released to you as the broker of
record for the insured. Disclosure to any other party requires
the insured's prior authorization.

Exhibit A

LDI and LDS Hourly Rates PROFESSIONAL SERVICES 2007 FEE SCHEDULE	
Land Planning, Economic Development and Transportation	Standard Rate
Regional Principal	\$250
Principal	\$175
Director	\$125
Project Manager/Senior Planner	\$100
Transportation Director	\$150
Transportation Engineer	\$100
Planner III	\$85
Planner II	\$75
Planner I	\$70
GIS Program Analyst	\$65
Landscape Architecture	
Principal Landscape Architect	\$150
Senior Landscape Architect	\$100
Landscape Architect II	\$80
Civil Engineering	
Principal Engineer	\$160
Civil Engineer Director	\$140
Senior Civil Engineer	\$100
Project Civil Engineer	\$85
Environmental	
Principal	\$150
Environmental Specialist III	\$120
Environmental Specialist II	\$80
Environmental Specialist I	\$80
Administrative Support	
Clerical/Word Processing	\$55

Note: This contract will be billed hourly based upon the above hourly rates.
Direct costs and travel are inclusive in the hourly rates.

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Mark Kutney / Development Services Director 797-1101

PREPARED BY: Prepared by Bruce Dell and Marjan Mazza

SUBJECT: Resolution

AFFECTED DISTRICT: All

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH LAND DESIGN INNOVATIONS INCORPORATED, FOR COST RECOVERY CONSULTANT SERVICES.

REPORT IN BRIEF: The Town Council approved the selection committee's recommendation of qualified firms to perform cost recovery consultant services and authorized staff to negotiate agreements with those qualified firms by Resolution R-2006-331. The master agreement establishes hourly rates to be charged on any project that the Town asks the contractor to perform. As the need for services comes up, the Director of Development Services will make a selection from the four qualified firms under contract to perform the task and execute a Memorandum of Understanding. The Memorandum of Understanding will set forth a particular scope of services and will be priced by the contractor using the hourly rates established by this master contract and presented to the Town Council for approval. The initial contract is a two (2) year agreement with an option to extend the contract for an additional two (2) year period by mutual agreement of the parties. Contract extensions, if appropriate, will be submitted to the Town Council for approval.

PREVIOUS ACTIONS: Resolution R-2006-331 authorized staff to negotiate a contract

CONCURRENCES: This contract was negotiated by the Procurement Manager and the Manager of Planning and Zoning division.

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: dependent on the number of projects authorized and budget availability.

Account Name: Contractual services, cost recovery account

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments: Not applicable

RECOMMENDATION(S): Motion to approve the resolution

Attachment(s): Two (2) copies of master agreement, Resolution